

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS RE-APPOINTING LARRY DWIGHT AS PRESIDING MUNICIPAL JUDGE OF ADDISON MUNICIPAL COURT OF RECORD NO. 1; APPROVING A COMPENSATION AGREEMENT WITH LARRY DWIGHT TO PERFORM SERVICES AS A PRESIDING MUNICIPAL JUDGE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison has determined that a Presiding Municipal Judge is necessary to perform the judicial functions of the Municipal Court of Record No. 1; and

WHEREAS, the City Council of the Town of Addison has determined that Larry Dwight should be re-appointed as Presiding Municipal Judge of Addison Municipal Court of Record No. 1; and

WHEREAS, the City Council of the Town of Addison has determined that a compensation agreement should be entered into with Larry Dwight to perform services as Presiding Municipal Judge of Addison Municipal Court of Record No. 1.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Appointment. The City Council of Addison hereby re-appoints Larry Dwight as Presiding Municipal Judge of Addison Municipal Court of Record No. 1 to serve for a two-year term, which term shall begin on January 1, 2017, and shall end on December 31, 2018.

Section 3. Authorization to Execute. The Compensation Agreement by and between the City and Larry Dwight regarding Larry Dwight's service as the Presiding Municipal Judge of the Addison Municipal Court of Record No. 1, a true and correct copy of which is attached hereto, is hereby approved. The City Manager or the City Manager's designee is authorized to execute the said Compensation Agreement on behalf of the City.

Section 4. Effective Date. This Ordinance shall take effect on January 1, 2017.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this ____ day of _____, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS

AGREEMENT

For and in consideration of the mutual terms, conditions and covenants herein contained, the following Agreement is entered into by and between THE TOWN OF ADDISON, TEXAS (hereinafter referred to as "City") and LARRY DWIGHT (hereinafter referred to as "Dwight") (hereinafter collectively the City and Dwight are referred to as the "Parties").

I.

The City does hereby appoint Dwight as the Presiding Municipal Judge of Addison Municipal Court of Record No. 1 for a term of two (2) years. Said term shall commence on January 1, 2017 and will expire December 31, 2018.

II.

In consideration for such services, Dwight shall receive:

1. a biweekly (that is, once every two (2) weeks) salary in the amount of \$4,745.33 starting January 1, 2017, paid in the same manner as are other employees of the City;
2. the City's obligations are funded from current funds.

III.

Dwight may be removed from office by the City at any time for incompetency, misconduct, malfeasance, or disability, or other reason(s) as may be authorized by or not inconsistent with law. Dwight shall be required to provide at least thirty (30) days' notice of resignation.

IV.

All other provisions of the City Charter relating to removal from office shall be applicable.

V.

The terms, obligations, and requirements of this Agreement shall be construed in accordance with the laws of the State of Texas, without regard to conflict of laws provisions of any jurisdiction. The obligations and requirements of the Parties hereto are performable in Dallas County, and any dispute relating to this Agreement shall be tried in Dallas County, exclusive venue being in Dallas County, Texas.

VI.

The Parties further agree that Dwight may only serve beyond the term of this Agreement as provided by the laws and Constitution of this State.

EXHIBIT A

VII.

This Agreement is executed on behalf of the City by the City Manager or his designee who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

VIII.

This instrument shall be the entire agreement and understanding between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed orally.

WITNESS the signatures of all parties hereto in single or multiple originals on this the ____ day of _____, 2016, in Addison, Dallas County, Texas.

TOWN OF ADDISON, TEXAS

Larry Dwight

By: _____
Wes Pierson, City Manager